

## RECORDATION REQUESTED BY:

Union Planters Bank, National Association  
Southaven Main Branch  
8819 Northwest Drive  
Southaven, MS 38671

STATE MS.-DE SOTO CO.  
FILED

MAY 18 4 25 PM '01

## WHEN RECORDED MAIL TO:

UNION PLANTERS BANK, NA  
LOAN CONTROL-A2E  
7130 GOODLETT FARMS PARKWAY  
CORDOVA, TN 38018

BK 1329 PG 8  
W.F. [initials]

## SEND TAX NOTICES TO:

CHARLES R SPRIGGS  
AIMEE G SPRIGGS  
5105 WEEPING WILLOW #103  
SOUTHAVEN, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

BONNIE JOYNER, LOAN PROCESSOR  
UNION PLANTERS BANK, N.A.  
7130 GOODLETT FARMS PKWY  
CORDOVA, TN 38018  
(901) 580-6000

NOTE TO CHANCERY CLERK: 10.00 MORE LESS ACRE TRACT OF LAND, NE 1/4 S13, T4S, R7W, TATE COUNTY, MISSISSIPPI.

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 1, 2001, is made and executed between CHARLES R SPRIGGSMS and AIMEE G SPRIGGS, whose address is 5105 WEEPING WILLOW #103, SOUTHAVEN, MS 38671; Husband and Wife ("Grantor") and Union Planters Bank, National Association; Southaven Main Branch; 8819 Northwest Drive; Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 9, 2000 (the "Deed of Trust") which has been recorded in TATE County, State of Mississippi, as follows:

RECORDED 06-14-2000 @ INST. NO. BOOK 487 PAGE 396, CHANCERY CLERK OF TATE COUNTY, MISSISSIPPI.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in TATE County, State of Mississippi:

A 10.00 MORE OR LESS ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 7 WEST, TATE COUNTY, MISSISSIPPI AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 0 DEGREES 41' 48" EAST A DISTANCE OF 423.52 FEET; THENCE NORTH 88 DEGREES 45' 57" WEST A DISTANCE OF 84.09 FEET TO THE POINT OF BEGINNING BEING ON THE WEST LINE OF ANTIOCH ROAD (80 FEET RIGHT OF WAY); THENCE ALONG SAID WEST LINE; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 923.45 FEET, A CENTRAL ANGLE OF 10 DEGREES 30' 48" A CHORD OF 169.21 FEET BEARING NORTH 16 DEGREES 42' 21" EAST, THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 169.45 FEET; THENCE SOUTH 21 DEGREES 54' 46" WEST A DISTANCE OF 172.84 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 620.03 FEET A CENTRAL ANGLE OF 5 DEGREES 43' 39" AND A CHORD OF 61.95 FEET BEARING SOUTH 18 DEGREES 49' 29" WEST, THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 61.98 FEET; THENCE NORTH 88 DEGREES 45' 57" WEST A DISTANCE OF 1061.51 FEET TO THE BARHAM EAST LINE; THENCE NORTH 0 DEGREES 44' 26" WEST ALONG SAID EAST LINE A DISTANCE OF 384.07 FEET; THENCE SOUTH 88 DEGREES 45' 57" EAST A DISTANCE OF 1199.64 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT CONTAINING 10.00 ACRES, MORE OR LESS.

The Real Property or its address is commonly known as ANTIOCH RD, COLDWATER, MS 38618.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

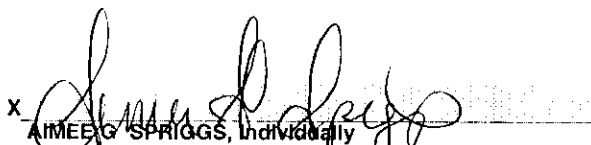
MAXIMUM BALANCE THAT CAN BE OUTSTANDING AT ANY ONE TIME ON THIS AGREEMENT IS INCREASED FROM ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) TO ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00).

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 1, 2001.

GRANTOR:

x   
CHARLES R SPRIGGS, Individually

x   
AIMEE G SPRIGGS, Individually

LENDER:

x   
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mo )  
COUNTY OF Desoto ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 1<sup>st</sup> day of May, 20 07, within my jurisdiction, the within named **CHARLES R SPRIGGS and AIMEE G SPRIGGS, Husband and Wife**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Julia S. McVie  
NOTARY PUBLIC

My Commission Expires: 2/14/08

LENDER ACKNOWLEDGMENT

STATE OF Mo )  
COUNTY OF Desoto ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 1<sup>st</sup> day of May, 20 07, within my jurisdiction, the within named Nancy S. Anglin a MS corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Julia S. McVie  
NOTARY PUBLIC

My Commission Expires: 2/14/08

*Sapenfield*